

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION

GENERAL SERVICES

830 MoDOT DRIVE - P.O. BOX 270

JEFFERSON CITY, MO 65109

REQUEST NO. 2-070921

DATE September 6, 2007

PAGE NO. 1 NO. OF PAGES

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL
BE RECEIVED AT THIS OFFICE UNTIL**2:00 p.m., Local Time, September 21, 2007**AND THEN PUBLICLY OPENED AND READ FOR FURNISHING
THE FOLLOWING SUPPLIES OR SERVICES.**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF
TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered

Various MoDOT Locations

DEFINITE DELIVERY DATE SHOULD BE SHOWN. SIGN AND RETURN BEFORE TIME SET FOR OPENING. **ALL BIDS
SHOULD BE EXTENDED AND TOTALED.**

BUYER: Brenda Tyree

BUYER TELEPHONE: 573- 751-7482

BUYER EMAIL:

Brenda.Tyree@modot.mo.gov

ITEM NO.	SUPPLIES OR SERVICES	MFG. NO. OR BRAND	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001	To establish a contract to furnish "Various Posts" with an effective date of October 1, 2007 and ending September 30, 2008 in accordance with the following pages.					
<p>Components of Agreement: The Agreement between MHTC and the successful Bidder shall consist of: the RFB and any written amendments thereto, the "Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB, the bid submitted by the Bidder in response to the RFB and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.</p> <p>Return sealed bid to the address shown at the top of this page.</p>						

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____

Firm Name: _____

Telephone No.: _____

Address: _____

Fax No.: _____

Federal I.D. No. _____

By (Signature): _____

Email Address: _____

Type/Print Name _____

Title: _____

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request For Bid seeks bids from qualified organizations to provide various posts located throughout the State of Missouri with an effective contract period of Notice to Proceed through September 30, 2008, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), (hereinafter referred to as MoDOT). Each bid must be mailed in a sealed envelope to Ms. Brenda Tyree, General Services Procurement Unit, 830 MoDOT Drive, P.O. Box 270, Jefferson City, Mo 65109, or hand-delivered in a sealed envelope to the General Services Procurement Office in the Department of Transportation Building located at 830 MoDOT Drive, Jefferson City, MO. All questions regarding the RFB shall be submitted to Ms. Brenda Tyree. Bids must be returned to the office of Ms. Brenda Tyree no later than 2:00 p.m., CDT, Friday, September 21, 2007.

RFB Coordinator:

Ms. Brenda Tyree, Procurement Agent
Missouri Department of Transportation
830 MoDOT Drive
P.O. Box 270
Jefferson City, MO 65102
PHONE: 573-751-7482
FAX: 573-526-1218

MHTC reserves the right to reject any and all bids for any reason whatsoever.

BID

- (1) The bidder shall provide firm, fixed prices to MHTC as stated on the PRICING PAGES in accordance with the terms of this Request for Bid.
- (2) The bidder agrees to provide the commodity/services specified herein at the firm, fixed price stated on the Pricing Pages, under the terms of this Request for Bid.

1.2 GENERAL INFORMATION:

1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of various posts as set forth herein.

1.2.2 Organization - This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Bid Submission
- 4) Pricing Pages - (Click on separate links to view Pricing Pages)
- 5) MGS Pages
- 6) Attachments A & B
- 7) Terms and Conditions

1.2.3 **Note to Respondent** - A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors MUST submit a bid that correctly and accurately identifies the company name that is registered to do business in the State of Missouri. All vendors who are required to execute a contractual agreement MUST submit a copy of their certificate with the signed copy of the contract agreement before the purchasing department can proceed with MoDOT legal contract approval.

1.2.4 EXECUTIVE ORDER 07-13:

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
 - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
 - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
 - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

1.2.5 By virtue of statutory authority a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri.

1.2.6 Submit net bid as cash discount stipulations will not be considered.

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor shall provide various posts on an as needed, if needed basis for the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), hereinafter referred to as the "MoDOT", in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT does not guarantee any specific quantities that may be required to be provided by the contractor.
- 2.1.4 MoDOT reserves the right to obtain "like or similar" products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of MoDOT.
- 2.1.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.
- 2.1.6 The contractor shall furnish posts that comply with the specifications specified herein, and the Missouri Standard Plans and Specifications for Highway Construction, Edition of 2004, and any Revisions thereto.

2.2 Specific Requirements:

- 2.2.1 The contractor shall provide MoDOT with various posts (See Attachment A for past usage), in accordance with the following:
 - a. ***GALVANIZED STEEL MARKER POSTS*** - All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification #MGS 92-02F and any other provisions outlined in the solicitation documents.
 - 1. The contractor shall complete delivery within 120 days after receipt of purchase order.
 - b. ***GALVANIZED STEEL PIPE POSTS*** - Each post must be complete with bolts, nuts, washers, shims, bolt retainer plate, friction cap, and multi-directional slip base. Each stub must be complete with multi-directional slip base. Breakaway hardware shall include appropriate bolts, nuts, washers, shims, and bolt retainer plates sized according to Missouri Standard Plans and Specifications for Highway Construction.
 - 1. The contractor shall complete delivery within 90 days after receipt of purchase order.
 - c. ***GALVANIZED STRUCTURAL STEEL POSTS*** - Each post must be complete with bolts, nuts, washers, shims, bolt retainer plate, hinge plates, splice plate, and a breakaway base. Each stub must be complete with a breakaway base. Replacement Fuse Plates and Splice Plates must be complete with appropriate bolts, nuts, and washers according to Missouri Standard Plans and Specifications for Highway Construction. Breakaway hardware shall include appropriate bolts, nuts, washers, shims, and bolt retainer plates according to Missouri Standard Plans and Specifications for Highway Construction.
 - 1. The contractor shall complete delivery within 90 days after receipt of purchase order.
 - d. ***SQUARE STEEL PERFORATED POSTS*** - All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification #MGS-03-04B and any other provisions outlined in the solicitation documents.

1. The contractor shall complete delivery within 45 days after receipt of purchase order.

- e. **TREATED WOOD POSTS** - - All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification #MGS-92-03D and any other provisions outlined in the solicitation documents.

1. The contractor shall complete delivery within 120 days after receipt of purchase order.

2.3 Delivery Requirements:

- 2.3.1 The contractor shall deliver various posts as specified herein to all MoDOT Districts located throughout the State of Missouri (See Attachment B). The contractor shall deliver such posts F.O.B. destination.
- 2.3.2 If requested by MoDOT, the contractor shall deliver specified post types for a specified quantity at an accelerated lead time.
- 2.3.3 The contractor shall notify the District Engineer or his representative, at a minimum of twenty-four (24) hours in advance, regarding the arrival time of each shipment.

2.4 Liquidated Damage Requirements:

- 2.4.1 The contractor shall agree and understand that providing various posts in accordance with the requirements stated herein is considered critical to the efficient operations of MoDOT. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the contractual requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
- a. In the event the contractor fails to provide various posts in accordance with the contractual requirements specified herein, the contractor shall be assessed liquidated damages in the amount of \$250.00 per day, per complete order for each such delinquent day.
- b. The contractor shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the contractor or paid by the contractor as a direct payment to MoDOT, at the sole discretion of MoDOT.
- c. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
- d. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of each District as a separate entity, and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies. The contractor shall understand and agree that each District's decision shall be individual, final, and without recourse.
- e. The contractor shall agree and understand that if a product(s) is rejected due to not meeting specifications, all costs associated with returning the product to the contractor shall be paid by the contractor.

2.5 Invoicing and Payment Requirements:

- 2.5.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.

- 2.5.2 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.5.3 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

2.6 Other Contractual Requirements:

- 2.6.1 Contract Period - The contract shall commence from the date of Notice to Proceed until September 30, 2008 with a one (1) one-year renewal option period. Renewal options are at the sole discretion of MoDOT. If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Additionally, in the event MoDOT exercises its option(s) to renew the contract, the requirements for future months shall be basically similar.
- 2.6.2 Renewal Periods - In the event that MHTC exercises its option to renew the contract for one (1) one-year period pursuant to the applicable provisions outlined in this document, the contractor shall understand and agree that the MHTC does not automatically grant a price increase at the time of renewing the contract.
- 2.6.3 Escalation Clause - In the event the contractor requests a price increase during the contract period (original contract period or renewal period), the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation for a price increase, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.
- a. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.
- 2.6.4 Contract Bond - In the event a price increase is granted due to an approved escalation, the contractor shall increase their 100% contract bond, as specified elsewhere herein, to reflect the current contract value.
- 2.6.5 Inspection Specifications - MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

3. BID SUBMISSION

3.1 Bid Submission Information:

3.1.1 All bids must be received in a sealed envelope clearly marked "Various Posts".

3.1.2 All bids must be received at the following address no later than Friday, September 21, 2007 at 2:00 p.m., CDT.

Missouri Department of Transportation
General Services – Procurement Division
Attn: Brenda Tyree
830 MoDOT Drive
Jefferson City, MO 65109

3.1.3 The bidder may withdraw, modify or correct his bid after it has been deposited with the Department provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.

3.1.4 Open Competition / Request For Bid Document:

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.1.5 Bid Guaranty/Contract Bond:

- a. Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance or payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue—Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price. The bond amounts must be in the following

amounts:

<u>Description</u>	<u>100% Bond Amount</u>	<u>5% Bond Amount</u>
Galvanized Steel Marker Post (Channel) Post	\$ 230,000.00	\$11,500.00
Galvanized Steel Pipe Post and Stubs	\$ 90,000.00	\$ 4,500.00
Galvanized Structural Steel Post and Stubs	\$1,540,000.00	\$77,000.00
Square Steel Perforated Post	\$1,320,000.00	\$66,000.00
Treated Wood Post	\$ 220,000.00	\$11,000.00

b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.

c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

3.1.6 Bids will be reviewed to determine if the bid complies with the mandatory requirements; and to determine the lowest and best bid.

3.1.7 Cost Determination - The low bid shall be determined by adding the bidder's line items within each range of post types. The totals from the three (3) ranges of each post type will be added together for each bidder to determine the lowest bid.

3.1.8 Contract Award – One (1) contract award shall be made for each of the five (5) post types, for a total of five (5) contract awards.

3.1.9 MHTC reserves the right to reject any or all bids, and no award is final until formally approved by the MHTC.

3.1.10 **NOTE:** The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. Within ten (10) business days of notification, the bidder will need to provide a copy of his/her Missouri Secretary of State's "Certificate of Good Standing" prior to the issuance of any contract or initial purchase order by MoDOT.

4. PRICING PAGE

GALVANIZED STEEL MARKER POSTS (CHANNEL)

**CLICK ON THE SEPARATE LINK ON THE MoDOT WEBSITE PAGE FOR
GALVANIZED STEEL MARKER POSTS (CHANNEL) LINE ITEMS**

4. PRICING PAGE

GALVANIZED STEEL PIPE POSTS

**CLICK ON THE SEPARATE LINK ON THE MoDOT WEBSITE PAGE FOR
GALVANIZED STEEL PIPE POSTS LINE ITEMS**

4. PRICING PAGE

GALVANIZED STRUCTURAL STEEL POSTS

**CLICK ON THE SEPARATE LINK ON THE MoDOT WEBSITE PAGE FOR
GALVANIZED STRUCTURAL STEEL POSTS LINE ITEMS**

4. PRICING PAGE

SQUARE STEEL PERFORATED POSTS

**CLICK ON THE SEPARATE LINK ON THE MoDOT WEBSITE PAGE FOR
SQUARE STEEL PERFORATED POSTS LINE ITEMS**

4. PRICING PAGE

TREATED WOOD POSTS

**CLICK ON THE SEPARATE LINK ON THE MoDOT WEBSITE PAGE FOR
TREATED WOOD POSTS LINE ITEMS**

MGS 92-02F - Galvanized Steel Marker Post



MGS 92-02F
(Page 1 of 2)
(Rev. 11-10-05 PL)

GALVANIZED STEEL MARKER POSTS MGS 92-02F

1.0 SCOPE. This specification covers the requirements for channel, modified channel light, medium, and heavy or delineator galvanized steel marker posts.

2.0 MATERIAL.

2.1 Steel. The posts shall be re-rolled rail steel or an equivalent steel conforming to the mechanical requirements of ASTM A 499, Grade 60 and to the chemical requirements of ASTM A 1.

2.2 Coating. The posts shall be galvanized after fabrication in accordance with the requirements of AASHTO M 111. The weight of zinc coating shall average not less than two (2) ounces per square foot of the surface coated, and no individual specimen shall show less than 1.8 ounces per square foot.

2.2.1 Damaged coating shall be repaired in accordance with Specification Sec 1081.

2.3 Dimensions.

2.3.1 Length. The posts shall be of the length specified in the bid request or as stated in the standard plans with a tolerance in length of minus one inch and plus two inches.

2.3.2 Weight Per Foot. The weight per foot before punching or galvanizing shall comply with the following:

	Pounds Per Foot
Heavy Post	$2.60 \pm .20$
Medium Post	$2.03 \pm .23$
Light Posts	$1.30 \pm .20$

2.3.3 Cross Section Dimensions. The cross-section dimensions shall comply with the details shown on Drawing "A" of this specification.

2.3.4 Hole Punching. All holes shall be 3/8" in diameter, spaced along the center line of the web.

2.3.4.1 Light posts shall have 30 holes, one inch center to center, beginning one inch from the end of the post.

2.3.4.2 Medium and Heavy posts shall have holes of one inch center to center for the entire length of the post, beginning one inch from the end of the post.

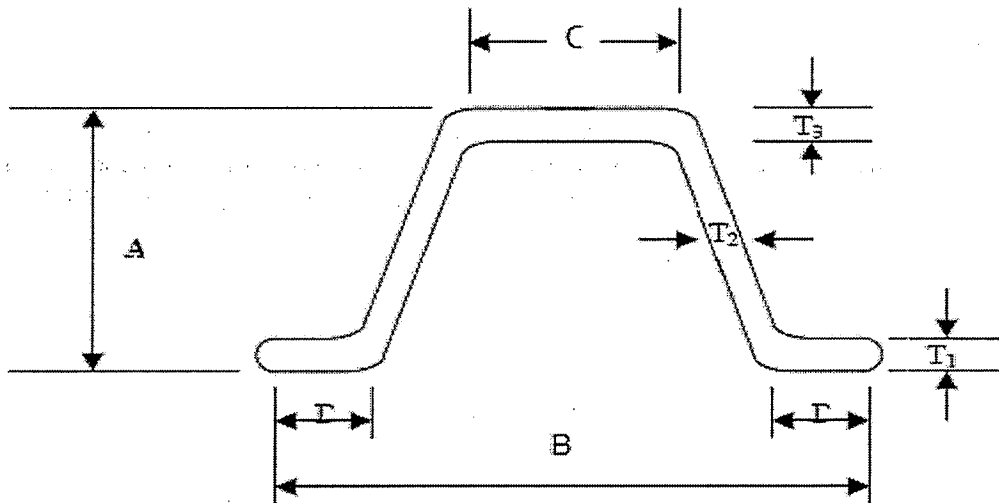
3.0 CERTIFICATION. The fabricator shall furnish to the engineer at destination a certification stating that the posts furnished comply with all requirements of this specification. The certification shall include or have attached specific results of tests of the mechanical and chemical properties of the steel conforming to Section 2.1 of this specification. A certification shall be furnished for each shipment.



MATERIALS

4.0 INSPECTION. The material will be inspected at the source or at destination as determined by the engineer.

5.0 ACCEPTANCE. Acceptance of posts furnished under this specification will be based on an acceptable certification and on inspection by the engineer.



DRAWING 'A'

CHANNEL, MODIFIED CHANNEL, OR DELINEATOR STEEL MARKER POST
Dimensions (inches)*

A	B	C	D	T1	T2	T3
<u>HEAVY POST</u>						
1-1/4 TO 1-5/8	2-1/2 TO 3-1/4	1 TO 1-3/8	1/2 TO 3/4	5/32 TO 7/32	3/32 TO 7/32	5/32 TO 7/32
<u>MEDIUM POST</u>						
1-1/4 TO 1-5/8	2-1/2 TO 3-1/4	3-1/32 TO 1-3/8	15/32 TO 23/32	7/64 TO 11/64	7/64 TO 11/64	7/64 TO 11/64
<u>LIGHT POST</u>						
7/8 TO 1-1/4	1-15/16 TO 2-3/16	5/8 TO 1	3/8 TO 5/8	3/32 TO 5/32	3/32 TO 5/32	3/32 TO 5/32

*Tolerances shown hereon are absolute. No further dimensional tolerances will be acceptable.



MATERIALS

MGS-03-04B - Square Steel Perforated Post



MGS-03-04F
(Page 1 of 2)
(Rev 09-06-07)

SQUARE STEEL PERFORATED POSTS MGS-03-04F

1.0 DESCRIPTION. This specification covers square steel perforated posts for signs.

2.0 MATERIALS.

2.1 Steel. The steel shall be in accordance with the standard specification for hot rolled carbon sheet steel, structural quality, ASTM A 1011, Grade 50. The average minimum yield strength after cold-forming shall be a minimum of 50,000 psi.

2.2 Coating. The posts shall be hot-dipped galvanized steel in accordance with ASTM A 653, G90, structural quality, Grade 50, Class 1. The corner weld shall be zinc coated after scarfing operation. The steel shall also be coated with a chromate conversion coating and a clear organic polymer topcoat. Both the interior and the exterior of the post shall be galvanized. Modifications made to the post after the initial fabrication, such as additional welding or other alterations shall be galvanized.

2.3 Dimensions.

2.3.1 Dimensional Tolerances. All dimensional tolerances shall be in accordance with ASTM A 513, excepted as noted.

2.3.2 Length. The length of each post shall be in accordance with the bid request.

2.3.3 Weight Per Foot. The weight per foot shall be in accordance with the following or as specified:

Size	U.S.S. Gauge	Weight (lbs/foot)	Tolerance (lbs/foot)
2" x 2"	12	2.42	+/- 0.12
2 1/2" x 2 1/2"	12	3.14	+/- 0.16

2.3.4 Cross Section. The cross section of the post shall be square tube formed of 12 gauge (.105 U.S.S gauge) steel, carefully rolled to size and shall be welded directly in the corner by high frequency resistance welding and externally scarfed to agree with corner radii.

2.3.5 Hole Punching. All holes shall be $7/16 \pm 1/64$ inches in diameter on one (1) inch centers on all four sides down the entire length of the post. The holes shall be on the centerline of each side in true alignment and opposite each other directly and diagonally.

2.3.6 Telescoping Properties. Finished posts for telescoping post systems shall meet the general dimensional requirements and shall permit consecutive sizes of square tubes to telescope freely without the necessity of matching any particular face to any other face. The finished posts shall be straight and have a smooth, uniform finish. All holes and ends shall be free from burrs and ends shall be cut square.

2.3.7 Anchors. When anchors are specified the size and length shall be in accordance with the following.

- a) Anchors – Short piece of perforated square steel post in accordance with the following:

12 Gauge Steel – 2 1/4" x 2 1/4" x 36" for 2" posts

b) Heavy Duty Anchors – Short piece of square steel tube meeting dimensions shown in Drawing "A" of this specification and in accordance with the following:

7 Gauge Steel – 2 ½" x 2 ½" x 36" or 48" for 2" posts

7 Gauge Steel – 3" x 3" x 36" or 48" for 2 ½" posts

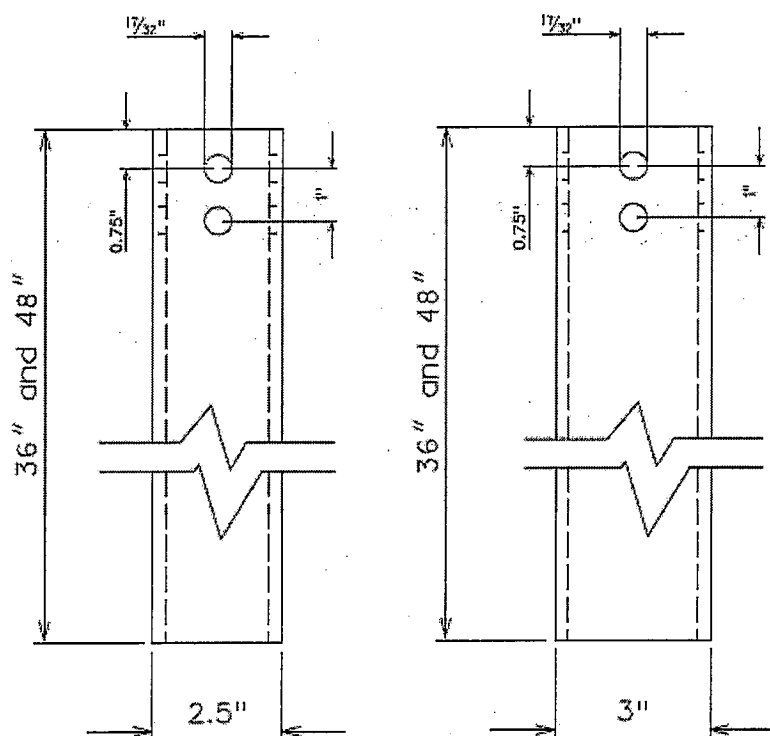
3.0 Connecting Bolts and Nuts. Bolts used to connect posts to anchors and sleeves shall be 5/16-inch, 18NC threads, grade 2 bent truss head bolts in accordance with ASTM A307 grade A. The bolts shall be mechanical zinc galvanized in accordance with ASTM B695, class 25. The nuts shall be 5/16-inch, 18NC threads, grade 2 serrated flange nuts in accordance with ASTM A194 and zinc electroplated in accordance with ASTM B633. Bolts for heavy duty anchors shall be 3/8" x 3 ½", 18NC threads, flanged shoulder bolts in accordance with ASTM A307 Grade A. Flanged nuts for heavy duty anchors shall be 18NC threads in accordance with ASTM A563 Grade A.

4.0 CERTIFICATION. The fabricator shall furnish to the engineer, a certification stating that the posts furnished comply with all requirements of this specification. The certification shall include or have attached specific results of tests of the mechanical and chemical properties of the steel conforming to section 2.1 and 2.2 of this specification. The certification for each shipment shall accompany the material to the destination.

5.0 INSPECTION. The material will be inspected at the source or at the destination as determined by the engineer.

6.0 ACCEPTANCE. Acceptance of posts furnished under this specification will be based upon appropriate certification and upon inspection by the engineer.

7 Gauge, Heavy Duty Anchors



- Bolt Hole diameters - $1\frac{7}{32}"$
- 2 per side on all 4 sides per figure

Drawing A

MGS-92-03D - Treated Wood Post



MGS-92-03D
(Page 1 of 3)
(Rev 11-18-04)

TREATED WOOD SIGN POSTS MGS-92-03D

1.0 DESCRIPTION. This specification covers treated wood sign posts.

1.1 The American Wood Preserver's Association Standards (AWPA) referred to in these specifications shall be the latest version in effect at the time of the request for bids for this material.

1.2 The Southern Pine Inspection Bureau Grading Rules and the Standard Grading Rules for West Coast Lumber of the West Coast Lumber Inspection Bureau shall be the latest edition in effect at the time of the request for bids for this material.

2.0 MATERIALS.

2.1 Posts shall be Southern Pine or Douglas Fir of the West Coast Region as defined in ASTM D 1165, and shall be rough sawn or surface finished on all four sides (S4S) with square cut ends.

2.1.1 Southern Pine. Southern Pine shall be furnished in accordance with the provisions of the Southern Pine Inspection Bureau Grading Rules and specifically as follows:

4" x 4" posts shall be No. 2 or better, conforming to paragraph 313.

4" x 6" posts shall be No. 2 or better, conforming to paragraph 313.

6" x 6" and larger posts shall be No 2 Sr or better, conforming to paragraph 407.

All posts shall be kiln dried or air dried in accordance with paragraph 164.

2.1.2 Douglas Fir. Douglas Fir shall be furnished in accordance with the provisions of the Standard Grading Rules for West Coast Lumber of the West Coast Lumber Inspection Bureau and specifically as follows:

4" x 4" posts shall be No. 2 grade or better, conforming to paragraph 124-c.

4" x 6" posts shall be No. 2 grade or better, conforming to paragraph 123-c.

6" x 6" and larger posts shall be No. 1 structural grade or better, conforming to paragraph 131-b.

All posts shall be kiln dried or air dried in accordance with Section 1, paragraph 3 and its subsections.

2.2 The posts shall be straight and of good appearance. All posts shall be free from bends in more than one plane and free from short or reverse bends. However, the following tolerance will be permitted.

2.2.1 A straight line drawn from the center of one end of the post to the center of the opposite end shall not deviate from the longitudinal axis of the post at any point more than one percent of the length of the post.

3.0 PRESERVATIVE TREATMENT. The posts shall be pressure or vacuum treated with either pentachlorophenol solution or water-borne preservatives (ACA or CCA) in accordance

with the requirements of AWP A C2, except that the final retention shall be not less than 0.40 pound per cubic foot, by assay, of wood for both pentachlorophenol and water-borne preservatives.

3.1. Water-borne preservatives shall meet the requirements of AWP A P5.

3.2 Pentachlorophenol preservative shall be pentachlorophenol meeting the requirements of AWP A P8- in a hydrocarbon solvent meeting the requirements of AWP A P9, Type A.

3.3 Posts treated with pentachlorophenol shall be cleaned by a final steam bath in accordance with AWP A C2 or strip stacked and air dried for a minimum of 60 days after treatment.

4.0 INSPECTION.

4.1 The posts shall be rigidly inspected at the treating plant prior to and after treatment for compliance with these specifications. Inspection procedures shall be in accordance with AWP A M2.

4.2 All material treated in the state of Missouri or within 100 air miles of the border will be inspected by Missouri Department of Transportation personnel.

4.3 All costs of inspection for material treated at locations other than as shown in Section 4.2 shall be borne by the supplier. The supplier shall contract with an approved inspection agency for inspection.

4.3.1 An approved inspection agency is defined as a laboratory which has been accredited by the American Lumber Standards Committee, P. O. Box 210, Germantown, MD 20875-0210, or an experienced and qualified testing laboratory approved by the engineer.

5.0 PACKAGING. Posts of the same size in each shipment shall be bundled together to facilitate the unloading, counting and stockpiling at destination. The horizontal rows of each bundle shall have spacers between each row of posts. The spacers shall allow a minimum 1/4 inch of space between horizontal rows after the posts have been bundled together.

6.0 REPORT.

6.1 Approved Inspection Agencies.

6.1.1 The supplier shall furnish to the engineer at destination a certification statement stating that the material furnished complies with all requirements of these specifications and that any material found by the engineer to deviate from these specifications will be replaced at no cost to the Commission. The certification shall include or have attached the number and sizes of posts shipped, purchase order number, and destination.

6.1.2 The certification shall have attached a copy of the inspectors report as detailed in Section 7.2 of AWPA M2.

7.0 ACCEPTANCE.

7.1 Posts will be accepted on the basis of a satisfactory supplier's certification as required and inspector's report, and upon the results of any tests deemed necessary by the engineer at destination to ascertain compliance with these specifications.

ATTACHMENT A

PAST USAGE FOR POSTS

Galvanized Steel Marker Posts

Commodity	Commodity Description	FY 07 Order Qty
8013047500	POST, MEDIUM CHANNEL, #2, 6'	230
8013047505	POST, MEDIUM CHANNEL, #2, 6'6"	50
8013047510	POST, MEDIUM CHANNEL, #2, 8'	580
8013047515	POST, MEDIUM CHANNEL, #2, 9'	1,605
8013047520	POST, MEDIUM CHANNEL, #2, 10'	3,626
8013047525	POST, MEDIUM CHANNEL, #2, 12'	2,687
8013047527	POST, MEDIUM CHANNEL, #2, 14'	425
8013047528	POST, MEDIUM CHANNEL, #2, 15'	0
8013047529	POST, MEDIUM CHANNEL, #2, 16'	0
8013047530	POST, HEAVY CHANNEL, #3, 6'	0
8013047535	POST, HEAVY CHANNEL, #3, 9'	0
8013047540	POST, HEAVY CHANNEL, #3, 10'	0
8013047545	POST, HEAVY CHANNEL, #3, 12'	3,907
8013047550	POST, HEAVY CHANNEL, #3, 14'	326
8013055700	POST, SIGN, STEEL, R/W POST, 6 FT. 1 LB, STEEL CHANNEL	233
8013055720	POST, SIGN, STEEL, DELINEATOR POST, 7FT. STEEL CHANNEL	15,309

ATTACHMENT A, continued

PAST USAGE FOR POSTS

Galvanized Steel Pipe Posts

Commodity	Commodity Description	FY 07 Order Qty
8013047137	POST, SIGN (BREAKAWAY),PIPE, 2-1/2 IN. X 10 FT. WITH M. BASE	20
8013047139	POST, SIGN (BREAKAWAY),PIPE, 2-1/2 IN. X 12 FT, WITH M. BASE	194
8013047141	POST, SIGN (BREAKAWAY),PIPE,2-1/2 IN. X 14 FT.,W/ MD BASE	86
8013047143	POST, SIGN (BREAKAWAY),PIPE, 2-1/2 IN. X 16 FT. WITH M. BASE	20
8013047145	POST, SIGN (BREAKAWAY), PIPE,2-1/2 IN X 18 FT., WITH M. BASE	0
8013047147	POST, SIGN (BREAKAWAY),PIPE,2-1/2 IN. X 20 FT., WITH M. BASE	30
8013047171	POST, SIGN (BREAKAWAY),PIPE,3 IN. X 10 FT., W/ MD BASE	0
8013047172	POST, SIGN (BREAKAWAY), PIPE, 3 IN. X 12 FT. WITH M. BASE	10
8013047174	POST, SIGN (BREAKAWAY), PIPE, 3 IN. X 14 FT., WITH M. BASE	14
8013047176	POST, SIGN (BREAKAWAY), PIPE, 3 IN. X 16 FT., WITH M. BASE	51
8013047178	POST, SIGN (BREAKAWAY), PIPE, 3 IN. X 18 FT., WITH M. BASE	50
8013047180	POST, SIGN (BREAKAWAY), PIPE, 3 IN. X 20 FT., WITH M. BASE	149
8013047212	POST, SIGN (BREAKAWAY), PIPE, 4 IN. X 12 FT., WITH M. BASE	14
8013047214	POST, SIGN (BREAKAWAY), PIPE, 4 IN. X 14 FT., WITH M. BASE	37
8013047216	POST, SIGN (BREAKAWAY), PIPE, 4 IN. X 16 FT., WITH M. BASE	124
8013047218	POST, SIGN (BREAKAWAY), PIPE, 4 IN. X 18 FT., WITH M. BASE	73
8013047220	POST, SIGN (BREAKAWAY), PIPE, 4 IN. X 20 FT., WITH M. BASE	209
8013023252	BASE, SIGN POST MOUNTING,STUB, 2-1/2"X3' WITH 3-1/2" M. BASE	330
8013023254	BASE, SIGN POST MOUNTING, STUB, 3"X4' WITH 3-1/2" M. BASE	376
8013023258	BASE, SIGN POST MOUNTING, STUB, 4"X5' WITH 3-1/2" M. BASE	279

ATTACHMENT A, continued

PAST USAGE FOR POSTS

Galvanized Structural Steel Posts

Commodity	Commodity Description	FY 07 Order Qty
8013023388	BASE, STRUCTURAL SIGN DESIGN #1, W6 X 9 - 3' 0"	50
8013023440	BASE, STRUCTURAL SIGN DESIGN #6, W12 X 26 - 5' 6"	116
8013047412	POST, STRUCTURAL SIGN DESIGN #1, W6 X 9 - 12' 0"	120
8013047414	POST, STRUCTURAL SIGN DESIGN #1, W6 X 9 - 14' 0"	50
8013047416	POST, STRUCTURAL SIGN DESIGN #1, W6 X 9 - 15' 0"	140
8013047418	POST, STRUCTURAL SIGN DESIGN #1, W6 X 9 - 16' 0"	631
8013047420	POST, STRUCTURAL SIGN DESIGN #1, W6 X 9 - 18' 0"	122
8013047422	POST, STRUCTURAL SIGN DESIGN #1, W6 X 9 - 20' 0"	1,034
8013047424	POST, STRUCTURAL SIGN DESIGN #1, W6 X 9 - 30' 0"	0
8013047439	POST, STRUCTURAL SIGN DESIGN #2, W6 X 15 - 30' 0"	0
8013047884	POST, STRUCTURAL SIGN DESIGN #2, W6 X 15 - 14' 0"	0
8013047886	POST, STRUCTURAL SIGN DESIGN #2, W6 X 15 - 15' 0"	0
8013047888	POST, STRUCTURAL SIGN DESIGN #2, W6 X 15 - 16' 0"	200
8013047890	POST, STRUCTURAL SIGN DESIGN #2, W6 X 15 - 17' 0"	0
8013047906	POST, STRUCTURAL SIGN DESIGN #2, W6 X 15 - 18' 0"	32
8013047908	POST, STRUCTURAL SIGN DESIGN #2, W6 X 15 - 20' 0"	684
8013047909	POST, STRUCTURAL SIGN DESIGN #3, W8 X 18 - 18' 0"	0
8013047910	POST, STRUCTURAL SIGN DESIGN #3, W8 X 18 - 20' 0"	55
8013047911	POST, STRUCTURAL SIGN DESIGN #3, W8 X 18 - 22' 0"	59
8013047912	POST, STRUCTURAL SIGN DESIGN #4, W10 X 22 - 28' 0"	100
8013047913	POST, STRUCTURAL SIGN DESIGN #5, W10 X 26 - 25' 0"	7
8013047914	POST, STRUCTURAL SIGN DESIGN #5, W10 X 26 - 40' 0"	152
8013047915	POST, STRUCTURAL SIGN DESIGN #5, W10 X 26 - 30' 0"	0
8013047916	POST, STRUCTURAL SIGN DESIGN #6, W12 X 26 - 40' 0"	176
8013047923	POST, STRUCTURAL SIGN DESIGN #4, W10 X 22 - 18' 0"	0
8013047924	POST, STRUCTURAL SIGN DESIGN #4, W10 X 22 - 20' 0"	0
8013047925	POST, STRUCTURAL SIGN DESIGN #4, W10 X 22 - 22' 0"	1
8013047926	POST, STRUCTURAL SIGN DESIGN #4, W10 X 22 - 26' 0"	0
8013047927	POST, STRUCTURAL SIGN DESIGN #4, W10 X 22 - 24' 0"	0
8013047929	POST, STRUCTURAL SIGN DESIGN #4, W10 X 22 - 30' 0"	0
8013047934	POST, STRUCTURAL SIGN DESIGN #3, W8 X 18 - 24' 0"	0
8013047936	POST, STRUCTURAL SIGN DESIGN #3, W8 X 18 - 26' 0"	0
8013047940	POST, STRUCTURAL SIGN DESIGN #3, W8 X 18 - 30' 0"	100

ATTACHMENT A, continued

PAST USAGE FOR POSTS

Square Steel Perforated Posts

Commodity	Commodity Description	FY 07 Ordered Qty
8013023206	BASE,SIGN POST MOUNTING,SQUARE PERFORATE,2-1/4" POST ANCHOR	150
8013023208	BASE, SIGN-POST MOUNTING 2-1/4", OMNI ANCHOR (TORPEDO STYLE)	12,541
8013023214	BASE SIGN-POST MOUNT. 3", SGL.HD ANCHOR 7GA (2.5" PSST POST)	4,928
8013023230	BASE, SIGN-POST MOUNTING 3", SINGLE PIECE BREAKAWAY ANCHOR	11,365
8013047570	POST, SQUARE, PERFORATED, 2"X10'	8,711
8013047575	POST, SQUARE, PERFORATED, 2.5"X10'	3,360
8013047595	POST, SQUARE, PERFORATED, 2" X 11'	637
8013047600	POST, SQUARE, PERFORATED, 2.5" X 11'	50
8013047620	POST, SQUARE, PERFORATED, 2" X 12'	15,914
8013047625	POST, SQUARE, PERFORATED, 2.5" X 12'	10,143
8013047670	POST, SQUARE, PERFORATED, 2" X 14'	6,389
8013047672	POST, SQUARE, PERFORATED, 2" X 16'	595
8013047675	POST, SQUARE, PERFORATED, 2.5" X 14'	16,477
8013047679	POST, SQUARE, PERFORATED, 2.5" X 16'	4,459
8013059083	BOLT SIGN, CORNER 5/16" X 2" MED. ZINC-GALV. GRADE 2 (W/NUT)	0
8013059085	BOLT SIGN, CORNER 5/16" X 2.5" LRG.ZINC-GALV.GRADE 2 (W/NUT)	0

ATTACHMENT A, continued

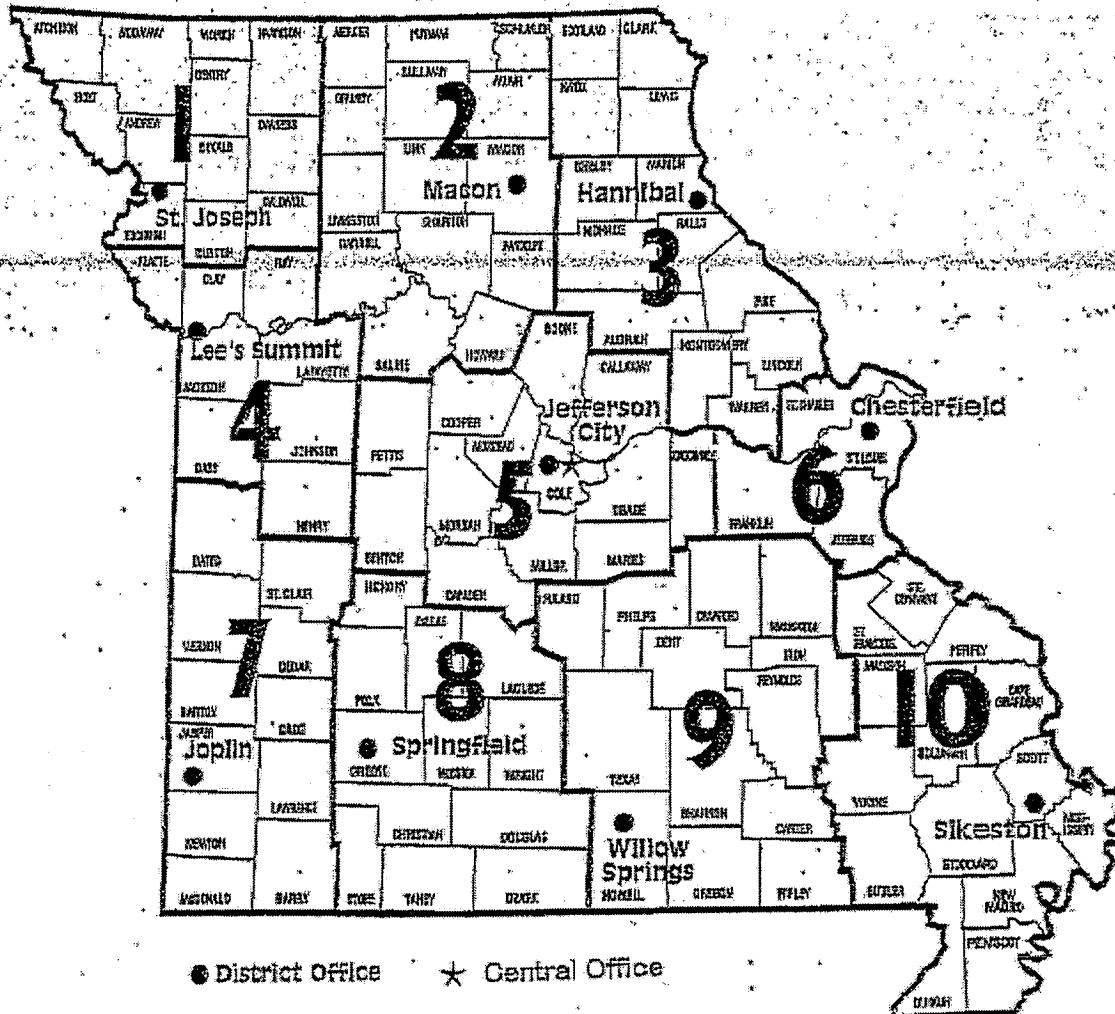
PAST USAGE FOR POSTS

Treated Wood Posts

Commodity	Commodity Description	FY 07 Order Qty
8013058140	POSTS, SIGN, WOOD, 4 IN. X 4 IN. X 10 FT.	0
8013058160	POSTS, SIGN, WOOD, 4 IN. X 4 IN. X 12 FT.	2,194
8013058180	POSTS, SIGN, WOOD, 4 IN. X 4 IN. X 14 FT.	3,766
8013058181	POSTS, SIGN, WOOD, 4 IN. X 4 IN. X 16 FT.	1,379
8013058182	POSTS, SIGN, WOOD, 4 IN. X 4 IN. X 18 FT.	302
8013058183	POSTS, SIGN, WOOD, 4 IN. X 4 IN. X 20 FT.	89
8013058190	POSTS, SIGN, WOOD, 4 IN. X 6 IN. X 10 FT.	44
8013058191	POSTS, SIGN, WOOD, 4 IN. X 6 IN. X 12 FT.	848
8013058193	POSTS, SIGN, WOOD, 4 IN. X 6 IN. X 14 FT.	1,823
8013058194	POSTS, SIGN, WOOD, 4 IN. X 6 IN. X 16 FT.	2,161
8013058195	POSTS, SIGN, WOOD, 4 IN. X 6 IN. X 18 FT.	917
8013058197	POSTS, SIGN, WOOD, 4 IN. X 6 IN. X 20 FT.	172
8013058200	POSTS, SIGN, WOOD, 6 IN. X 6 IN. X 10 FT.	0
8013058201	POSTS, SIGN, WOOD, 6 IN. X 6 IN. X 12 FT.	0
8013058202	POSTS, SIGN, WOOD, 6 IN. X 6 IN. X 14 FT.	0
8013058203	POSTS, SIGN, WOOD, 6 IN. X 6 IN. X 16 FT.	116
8013058204	POSTS, SIGN, WOOD, 6 IN. X 6 IN. X 18 FT.	0
8013058205	POSTS, SIGN, WOOD, 6 IN. X 6 IN. X 20 FT.	21

ATTACHMENT B

Retain this Insert for your information

Missouri Department of Transportation
District Outline Map

COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.
Adair	3	Catawba	7	Greene	8	Linn	2	Oregon	3	St. Louis	6
Andrew	1	Cherokee	2	Harney	1	Livingston	2	Pemsa	10	Stark	2
Asheville	1	Christian	2	Haywood	1	MacDonald	7	Perry	10	Selmer	2
Ashland	3	Clerk	3	Henderson	6	Madison	2	Polk	5	Seaboard	1
Bart	7	Clyde	1	Hickory	8	Madison	10	Polk	9	Sevier	10
Bates	2	Claiborne	1	Holt	5	Maries	5	Polk	9	Shannon	9
Benton	7	Cole	5	Howard	2	Mason	5	Polk	5	Shelby	1
Benton	5	Conger	5	Howell	9	Maxwell	5	Polk	5	Shelby	10
Bolinger	10	Crawford	9	Iron	5	Miller	5	Pulaski	9	Shelby	10
Bonham	3	Deer	7	Jackson	5	Mississippi	10	Pulaski	9	Shelby	10
Burke	1	Delaware	8	Jasper	5	Montana	5	Pulaski	9	Sullivan	2
Burke	10	Dennis	1	Jefferson	6	Montana	5	Pulaski	9	Sullivan	2
Caldwell	1	DeKalb	1	Johnson	4	Monterey	5	Pulaski	9	Taney	2
Callaway	5	Denton	9	Kane	5	Morgan	5	Pulaski	9	Taney	2
Candler	5	Douglas	8	Laclede	8	New Madrid	10	Pulaski	9	Taney	2
Cape Girardeau	10	Dunklin	10	Lafayette	6	Newton	7	Pulaski	9	Taney	2
Carroll	3	Franklin	10	Lewis	7	Newton	7	Pulaski	9	Taney	2
Carter	3	Gaston	5	Lewis	7	Newton	7	Pulaski	9	Taney	2
Cass	4	Geary	5	Lynch	1	Newton	7	Pulaski	9	Taney	2

ANTI-COLLUSION STATEMENT

STATE OF _____)
COUNTY OF _____) SS

_____ being first duly sworn, deposes and
says that he is _____ of
Title of Person Signing

Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and that the bidder (**The person, firm, association, or corporation making said bid**) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By _____

By _____

By _____

Sworn to before me this _____ day of _____.

Notary Public

My Commission Expires _____

POSTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

as Principal and _____, as Surety are held and firmly bound unto the **STATE OF MISSOURI** (acting by and through the **Missouri Highways and Transportation Commission**) in the penal sum of:

Dollars

(\$ _____) to be paid to the **State of Missouri or to the Missouri Highways and Transportation Commission**, to be credited to the State Road Fund, the Principal and Surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____

THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS, the Principal is submitting herewith a bid to the Missouri Highways and Transportation Commission for furnishing **Posts** as set out in the bid to which this bond is attached.

NOW THEREFORE, if the Missouri Highways and Transportation Commission shall accept the bid of the Principal and if said Principal shall properly execute and deliver to the Missouri Highways and Transportation Commission the contract and contract bond in compliance with the requirements of the bid, the specifications and the provisions of law, to the satisfaction of the Highways and Transportation Commission, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said Principal shall, in the judgment of the Missouri Highways and Transportation Commission, fail to comply with any requirement as set forth in the preceding paragraph, then the State of Missouri acting through the Missouri Highways and Transportation Commission shall immediately and forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees and any other expense of recovery.

(SEAL)

Principal

By

Signature

(SEAL)

Surety

By

Attorney-in-Fact

NOTE: This bond must be executed by the **PRINCIPAL** and by a **CORPORATE SURETY** authorized to conduct surety business in the State of Missouri.

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish **ALL** information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

- ☐ If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.
- ☐ If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:
- ☐ If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

- ☐ The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____
- ☐ The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeree and must be adhered to. If time varies on different items, the Bidder/Offeree shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeree will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFP/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeree agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeree upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- d. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

SPECIAL TERMS AND CONDITIONS

Insurance

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
 - 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.
 - 2) Public Liability (includes property damage and personal injury):
 - i. Not less than \$400,000 for any one person in a single accident or occurrence.
 - ii. Not less than \$2,500,000 for all claims arising out of a single occurrence.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

Required Specifications

- f. All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specifications and any other provisions outlined in the solicitation documents.

Proposal/Bid Guaranty/Contract Bond

- d. Each proposal shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- e. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- f. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

Award

- a. Award of this bid/quote/proposal will be made on an "Category-by-Category" basis using the "lowest and best" principle of award.

Failure to Execute Contract

- a. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

Notice to Proceed

- a. Within **30 days** after the execution of the contract, a "Notice to Proceed" will be issued by the Department. A purchase order will be attached to the "Notice to Proceed," which will specify the date or dates that the Contractor can start delivery, roadway or stockpile delivery and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.

Delivery – Additional Requirements

- a. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- b. When any of the above **holidays** falls on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays** falls on a **Saturday**, the holiday will be observed on the immediately preceding **Friday**.

Basis of Measurement for Payment

- a. For truck delivery, the quantities for basis of payment are to be determined as provided in **Section 310.4 of the Missouri Standard Specifications for Highway Construction, Edition of 2004**, and any revisions thereto.
- 1) Measurement will be to the nearest **100 lbs.** for each load when the measurement is by weight.
 - 2) Moisture tests will be rounded off to the nearest **0.5 percent** for purposes of computing the deduction for excess moisture.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

Cancellation of Contract

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.
- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.